

# EXHIBIT A

## 2017 Union Settlement Agreement

**CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE**

1. This Settlement Agreement and Release (“Agreement”) is between Olympus Construction LV, Inc. (“Employer”), Hospitality Renovation Service, LLC (“HRS”), and the International Union of Painters & Allied Trades District Council 15, Painters Local 159 (“Union”).

**Background**

2. During the relevant time period, Employer and Union were signatories to the Painters and Decorators Master Labor Agreement (“MLA”), in which Employer agreed to abide by the trust agreements establishing certain employee benefit trust funds (“Trust Funds”) and any amendments thereto (“Trust Agreements”). Under the MLA and the Trust Agreements, Employer is obligated to pay certain contributions to the Trust Funds on behalf of Employer’s bargaining unit employees represented by the Union.
3. On or about September 15, 2016, the Union initiated a grievance against Employer alleging that HRS is a “sister company” to Employer and thereby a signatory to the MLA and obligated to the terms and conditions set forth therein (“Grievance”).
4. Additionally, on or about September 20, 2016, the Trust Funds initiated a payroll compliance audit of Employer (“Audit”). As part of the Audit, the Trust Funds sought records and documents pertaining to HRS, which they alleged was a “possible closely related company” to Employer.
5. Employer disputes that HRS is a “closely related company” or “sister company” to Employer. Specifically, Phillip Friedberg expressly states that he sold HRS on January 1, 2014, through an arm’s length transaction for valuable consideration to Marie Jan Bower, with whom he has never had a familial relationship of any kind. Similarly, HRS denies that it is a “closely related company” or “sister company” to Employer.
6. The Union and the Employer desire to reach a resolution of the Grievance. Additionally, HRS desires to bring a resolution to this issue to avoid being pulled into litigation due to the Grievance. Accordingly, the parties desire by this Agreement to fully, completely, and finally resolve their disputes, claims and disagreements arising from or relating to the Grievance. Employer, HRS, and the Trust Funds are concurrently entering into a Settlement Agreement to resolve the Audit as it relates to HRS.

**Agreement**

7. The parties agree that this Agreement is a compromise of disputed claims and that the terms and conditions of this Agreement, or performance of the same, are not to be construed as an admission of any liability, wrongdoing, or violation of any federal, state, or local law by any of the parties. The parties further agree that the terms and conditions of this Agreement, or performance of the same, are not to be construed as the admission of or creation of a joint or single employer relationship between Employer and HRS and

such relationship is specifically disclaimed by all of the parties. The parties enter this Agreement to avoid the expense and uncertainty of litigation and to protect their respective interests.

8. In consideration of this Agreement, HRS agrees to be bound by all the terms and conditions of the *July 1, 2015 – June 30, 2019 Painters & Decorators Master Labor Agreement between the International Union of Painters and Allied Trades District Council #15, Local Union #159 and the Painting and Decorating Contractors of America Southern Nevada Chapter, Las Vegas, Nevada* (“Master Agreement”). This Master Agreement is in full force and effect and shall continue in accordance with its terms.


HRS will take the necessary steps to sign the necessary documents pertaining to the Master Agreement, as well as any corresponding Trust Fund documents, within ten (10) business days of all parties’ execution of this Agreement.

9. In consideration of this Agreement, the Union will withdraw its request for any records, documents, or information pertaining to HRS prior to the execution of this Agreement, the Master Agreement, and any corresponding Trust Fund documents by HRS.
10. Except as expressly set forth in this Agreement, the Union fully releases and forever discharges Employer, Phil Friedberg, HRS, Marie Jan Bower and their directors, shareholders, members, managers, officers, agents, employees attorneys, insurers, sureties, successors, and assigns, any parent, affiliate, and subsidiary companies, corporations, and business entities (“Releasees”) of and from all claims, demands, suits, debts, liabilities, judgments, obligations, delinquencies liens, costs and/or expenses of every nature, known or unknown, asserted or not asserted, mature or to mature in the future, the Union had, now have or claim to have against Releasees arising out of, or relating in any way to, the facts alleged in the Grievance pertaining to any the period of time prior to the execution of this Agreement, the Master Agreement, and any corresponding Trust Fund documents by HRS.
11. This Agreement is not intended to be a modification of the Master Agreement and the parties expressly acknowledge that the terms of the Master Agreement shall be controlling in the event of any conflict with this Agreement.
12. Confidentiality. Subject to their obligations under all present and future laws applicable to it, the Union agrees to maintain the confidentiality of this Agreement and will not disclose in any fashion the existence, amount, terms and conditions of this Agreement to any person other than its attorneys, accountants, advisors, and auditors, upon those individuals agreeing to maintain this Agreement in strict confidence, or otherwise as required by law to respond to legal process and inquiries from administrative agencies. Neither Union nor its counsel shall issue a press release relating to the settlement, discuss the settlement at any trade or union gathering, or otherwise publicly comment on the settlement.

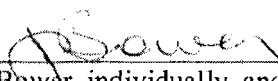
**Signatures**

13. The parties signing this Agreement certify and warrant that they have full power and authority to sign this Agreement.

6/12/17  
Date

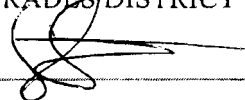
By:   
Phillip Friedberg, individually, and on behalf of  
Olympus Construction LV, Inc.

6/12/17  
Date

By:   
Marie Jan Bower, individually, and on behalf of  
Hospitality Renovation Services, LLC

6/27/17  
Date

INTERNATIONAL UNION OF PAINTERS &  
ALLIED TRADES DISTRICT COUNCIL 15

By: 

Its: ASSISTANT BUSINESS MANAGER/SECRETARY-TREASURER